

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF SANTA CLARA**  
**AND**  
**DEPUTY SHERIFFS' ASSOCIATION**  
**OF SANTA CLARA COUNTY**

**December 10, 2012 through September 13, 2015**  
**As modified herein, and extended through September 6, 2020**

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## **PREAMBLE**

The Deputy Sheriffs' Association of Santa Clara County and representatives of the County of Santa Clara have met and conferred in good faith regarding wages, hours, and other terms and conditions, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding and all appendices is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to, and ratified by, the County Board of Supervisors, for the term set forth hereinafter. The parties agree that the rates of pay contained herein comply with Section 709 of the Charter of the County of Santa Clara.

The legal relationship between the County, its employees, and the Association is governed by the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) the County Charter, Chapter IV (A25-339 et seq.) of the County Ordinance Code, and this Memorandum of Understanding. Whenever this Agreement contains a provision relating to a subject matter which is also referred to in the County Ordinance Code, the provisions of this Agreement shall prevail.

## **SECTION 1 - RECOGNITION**

The Deputy Sheriffs' Association of Santa Clara County (hereinafter "Association") is the recognized employee organization for the representation units listed below:

1.     Deputy Sheriff Supervisory Unit  
      U58   Sheriff's Lieutenant
2.     Deputy Sheriff Unit  
      U61   Sheriff's Sergeant  
      U62   Deputy Sheriff I  
      U64   Deputy Sheriff
3.     U65   Deputy Sheriff-Special Duty Officer
4.     Extra Help Deputy Sheriff or other successor classification performing bargaining unit work effective February 2, 2015.

The Special Duty Officers and/or Extra Help Deputy Sheriffs shall be subject only to the following sections of the MOU:

Section 1  
Section 2.1  
Section 3  
Section 6.13, 6.14  
Section 7.4

## **SECTION 2 - ASSOCIATION SECURITY**

### **2.1 Dues Deduction**

a) **Maintenance**

Employees covered by this Agreement who have authorized Association dues deductions as of September 2, 2012 shall continue to have deductions made by the County during the term of this Agreement, except that such employees may terminate such dues deductions during the month of June of any year pursuant to paragraph (c) of this Section.

b) **Condition of Employment**

Each person employed during the term of this Agreement shall at the time of employment, and as a condition of employment, execute an authorization for the payroll deduction of Association dues or of a service fee equivalent to Association dues on a form provided by the Association; and shall continue said authorization in effect, except that such employee may terminate such dues deductions pursuant to paragraph (c) of this Section.

c) **Revocation**

An employee may terminate his/her authorization for Association dues or service fee deduction by giving notice thereof to the Controller's Office of the County by individual letter postmarked by the U.S. Mail (1) during the month of June, or (2) within thirty (30) calendar days following the date of first employment, whichever applies.

The County shall promptly forward a copy of the letter of revocation to the Association.

An employee who revokes his/her deductions during the month of June shall have the deduction removed on the first pay period in August.

An employee who revokes his/her deduction within thirty (30) calendar days following the date of first employment shall have the deduction removed following the receipt of the notification by the County.

d) Association agrees to indemnify, defend and hold County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this section or from complying with any demand for termination or revocation hereunder.

e) Upon returning from leave of absence the County shall reinstate payroll deduction of Association dues for those employees who were on dues check-off immediately prior to taking leave, provided, however, the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

### **2.2 Communications with Employees**

a) **Bulletin Boards**

The Association, where it represents employees of a County Department, shall be provided by that Department use of adequate and accessible space on bulletin boards for communications.

b) **Distribution**

The Association may distribute material to employees in its representation units through normal channels.

c) Visits by Association Representatives

Any representative of the Association shall give notice to the department head or his/her designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employees' work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis.

d) Facilities

County buildings and other facilities shall be made available for use by the Association or their representatives in accordance with administrative procedures governing such use.

e) Names and Classifications of Covered Employees

The County shall supply the Association with a biweekly data processing run of names and classifications of work of all employees within the representation units. Such list shall be supplied without cost to the Association. The County shall notify the Association of any changes of address of its represented employees.

f) Notification of Association Coverage

When a person is hired in any classification covered by a bargaining unit represented by the Association, the County shall notify that person that the Association is the recognized bargaining representative for the employees in said unit and present that person with a copy of the present Agreement.

g) Report of Transactions

The County shall supply the Association a data processing run covering transactions as are currently available on the system.

### 2.3 Advance Notice

Except in cases of emergency, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within scope of representation proposed to be adopted by the County and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption provided that the change in the ordinance, resolution, rule or regulation impacts matters within the scope of bargaining.

## **SECTION 3 - NO DISCRIMINATION**

### 3.1 Employment

Neither the County nor the Association shall discriminate (except as allowed by law) against employees because of race, age, gender, color, physical disability, creed, national origin, religion, sexual orientation, Association activity, affiliations or political opinions.

- a) Complaints regarding violations of section 3.1 may be filed with the appropriate County, State or Federal agency but are not grievable under Section 24 of this agreement except as described in subsection (b).

- b) Neither the County nor the Association will discriminate or retaliate (except as permitted by law) against bargaining unit members because of associational activity or affiliation.

### 3.2 Association Affiliation

Neither the County nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate in or join or refuse to participate in or join the Association.

### 3.3 Americans with Disabilities Act

The County and the Deputy Sheriffs' Association will review the County's compliance actions pursuant to the Americans with Disabilities Act as needed.

## **SECTION 4 - ASSOCIATION REPRESENTATIVES**

### 4.1 Official Representatives

#### a) Notification of Official Representatives

The Association agrees to notify the County of their Official Representatives for each representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of management.

#### b) Release Time

The County agrees to provide six hundred (600) hours per contract year for release time for Association business, with the additional hours prorated for the first year of this agreement. All association release time shall be counted against the six hundred (600) hours, except contract negotiations, management-initiated meetings, Joint Labor Management Committee meetings and meet and confers on matters within the scope of Meyers-Milias-Brown Act. The Association may pay for an additional four hundred eighty (480) hours by reimbursing the County the full cost of replacement personnel for the release of official representatives of the Association. The Association agrees to notify the Sheriff's Office, as far in advance as reasonably possible, but at least twenty-four (24) hours in advance of its usage of release time (except for the President) by providing the standard leave form to the appropriate supervisor. The President shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible.

#### c) Meetings with Management

The Association agrees, insofar as possible, that meetings with management shall be arranged in advance, with notification to the appropriate level of management of the Official Representatives planning to attend. Management agrees to arrange for release time with the Official Representative's supervisor.

#### d) Number for Release

The parties agree that no more than three (3) Association representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting.

#### e) Public Safety Officers' Procedural Bill of Rights Act



The County and all Departments agree to comply with all the provisions of A.B. 301, popularly referred to as the "Public Safety Officers' Procedural Bill of Rights Act" (California Government Code Sections 3300 et seq.). All classifications, whether specifically included in the Act or not, covered by this Agreement shall be afforded the protections of the Act, either by operation of the Act or through this Agreement. In particular, the County agrees that the representational rights of peace officers set forth therein shall be recognized and complied with and that if a peace officer under investigation elects to have another employee act as his representative (as provided for in said Act), said representative shall be allowed release time to so act.

f) Negotiating Committee

There shall be no more than eight (8) official representatives for the Deputy Sheriff unit and for the Supervisory unit, all of whom shall be entitled to release time for the purpose of meeting and conferring with County representatives on matters within the scope of representation.

**SECTION 5 - PAY PRACTICES**

**5.1 Salaries**

a)

1. Salary Increase

Effective upon September 15, 2014, employees covered under this agreement shall receive a pay increase of approximately two percent (2.0%).

Effective *September 14, 2015* employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective *September 12, 2016* employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective *September 11, 2017* employees, covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective *September 10, 2018* employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective *September 9, 2019* employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%). This amount will be deferred for a length of time equivalent to \$579,637.

2. Salary Realignment

Effective upon September 15, 2014, employees covered under this agreement shall receive a salary realignment of approximately three percent (3.0%). Effective upon September 15, 2014, Sergeants (U61) covered under this agreement shall receive an additional salary realignment of approximately one-half percent (0.5%).

Effective July 6, 2015 employees covered under this agreement shall receive a salary realignment of approximately three and one-half percent (3.5%).

b) Automatic Check Deposit

All employees hired after the effective date of this agreement shall be paid by automatic check deposit. By June 30, 2008, all employees hired prior to the effective date of this agreement shall be paid by automatic check deposit unless the employee certifies in writing to the appointing authority that he or she does not have a bank account. If the County develops the ability to access the system from outside, than all employees represented by the DSA shall have the ability to remotely access their pay-stubs.

5.2 Step Increases

Except as otherwise herein provided, the basic pay plan shall prevail and shall consist of salary ranges and the assignment of classes to such ranges as provided in Appendix A. Each employee shall be paid within the range of his/her class according to the following provision, unless otherwise provided for in Appendix A.

a) Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or the Appointing Authority elects to hire personnel on the basis of a "lateral transfer", the Director of Personnel, with the approval of the County Executive, may approve appointment at the second or third step, and with the approval of the Board of Supervisors at the fourth or fifth step. If an employee is hired under the difficult-to-secure qualified personnel clause, the County will move those employees within the same class to the same salary step as that being received by the new employees. The Association will receive a monthly listing of positions by class and department which lists positions hired above the first salary step.

b) Step Two

The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

c) Step Three

The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

d) Step Four

The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

e) Step Five

The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

f) Time for Salary Adjustments

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

### 5.3 Effect of Promotion, Demotion or Transfer on Salaries

#### a) Promotion

Upon promotion, an Employee's salary shall be adjusted as follows:

1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase salary.
2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.
3. The employee shall be given a notice from the department listing the date(s) on which each step increase is to occur.

#### b) Demotion

Notwithstanding the provision of Section 6, upon demotion of an employee with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

#### c) Transfer

Upon transfer, the salary shall remain unchanged.

#### d) No Loss of Time-In-Step

No salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service of eligibility of the employee for further salary increases.

#### e) Voluntary Demotion

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the employee shall be placed at the step in salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the employee's new salary shall be set at the rate closest to, but not less than, ten percent (10%) below his/her salary as of the time of injury.

### 5.4 Work Out of Classification

Employees who are assigned by the Appointing Authority to perform the substantial range of the duties of a vacant higher position, and who have worked seven (7) calendar days or longer, shall receive work out of classification pay from the first day. Pay shall be consistent with promotional pay rules set forth in Section 5.3 (a). Work out of classification assignment may only be made to vacant positions or for a long term absence due to illness or disability. Assignments for work out of classification pay shall not be made during absence for normal vacation. Work out of classification to other than a vacant position or for long term absence or attendance at the FBI National Academy, may be made for a period not to exceed sixty (60) calendar days, with the written approval of the County Executive.

## **SECTION 6 - HOURS OF WORK, OVERTIME, PREMIUM PAY**

### **6.1 Hours of Work**

Forty (40) hours of work shall constitute a full week's work, unless otherwise provided by law, code, or this Agreement. The normal workday shall consist of a shift of either eight (8), ten (10), twelve (12) modified (as stated in Section 6.5), or twelve and one half (12.5) hours per workday, depending upon assignment and as set forth hereinafter.

The Appointing Authority reserves the right to convert assignments on the twelve modified plan to either a 5/8 or a 4/10 plan, upon the giving of forty-five (45) calendar days' advance notice of such change to the Association, which shall be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

Employees assigned to perform functions or duties arising out of any new assignment absorbed by the Sheriff's office either through contract or otherwise shall have their workday and work period established by the Sheriff after meet and confer.

The Department can, based on administrative needs, temporarily change a deputy's hours back to a 5/8 Plan for medical, administrative leave, training or temporary special assignments. The Department will give the deputy at least one week's notice when possible.

In the event that a deputy is scheduled for an extended court appearance (three (3) days or more in a work week) he or she will temporarily work a 5/8 Plan with a non-paid, duty-free one (1) hour meal period.

### **6.2 Patrol Divisions**

- a) Both parties agree that either the 4/10 Plan (four ten-hour days per week) or the 3/12.5 plan (three twelve and one half (12.5) hour days with one additional 10 hour day every four weeks) will be continued in the Patrol Divisions during the term of the Memorandum.
- b) The Appointing Authority may, upon two weeks advance written notice to the affected employee(s), exclude the Division Commander, Assistant Division Commander, Administrative Sergeants and Lieutenants assigned to the Patrol Division from the 4/10 or 3/12.5 plans.

### **6.3 Civil/Warrants Division**

Enforcement employees in the Civil Division shall work a 4/10 Plan (four ten-hour days per week) during the term of this Agreement, except that the Administrative Sergeant, Fugitive Officer and the Extradition Officer will work a 5/8 Plan with a one hour unpaid lunch each day.

### **6.4 Investigations Division**

- a) Both parties agree that the 4/10 Plan (four ten-hour days per week) will be continued in the Investigations Division during the term of this Agreement. Assigned days off will be Saturday, Sunday and one additional day off per week, either Monday or Friday. The Department can, upon reasonable advanced notice, alter an employee's days-off to ensure daily minimum staffing levels are maintained throughout the work week. The ten-hour workday will include a paid, one half (1/2) hour meal period. All employees assigned to the Investigation Division shall log in and out through Kronos timekeeping system,

including for paid meal periods, when at an assignment work station that has Kronos capabilities.

- b) The above provisions do not apply to employees assigned as night detectives.
- c) If during the term of this Agreement, minimum daily staffing levels in the Investigations Division are deemed insufficient by the Department, the Department may rotate a minimum number of employees' days off to maintain minimum staffing. Advance notice of any change will be provided to the Association, which will be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

#### 6.5 Custody Bureau

Effective February 2, 2015, Custody Bureau employees, excluding employees assigned to Transportation, will work a modified twelve plan schedule. The Schedule will consist of seven (7) workdays, of eighty (80) hours total, in a fourteen (14) day pay period. No shift shall be less than six (6) hours; no shift shall be more than twelve and a half (12.5) hours.

The Appointing Authority reserves the right to convert assignments on the twelve modified plan to either a 5/8 or a 4/10 plan, upon the giving of forty-five (45) calendar days' advance notice of such change to the Association, which shall be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

Effective the first pay period of this MOU, custody bureau employees will work a schedule consisting of six (6) twelve (12) hour shifts and a single, modified 8-hour shift. Briefing periods of ten (10), fifteen (15), or twenty (20) minutes may be added to the twelve (12) hour shifts. Time added to incorporate briefing periods will be taken from the modified shift.

Bidding for partial shifts will be conducted among personnel within each bargaining unit, by seniority.

Any time worked in excess of the pre-determined shift, or in excess of eighty (80) hours per pay period, will be paid at an overtime rate.

Unless addressed above, changes to days off and the start and the end times of shifts under this section will be subject to meet and confer prior to implementation.

#### 6.6 All Other Divisions

Unless otherwise specified, all other employees shall work the normal workday consisting of a shift of eight (8) hours with an additional non-paid, duty-free one hour meal period, exclusive of overtime.

#### 6.7 Meal Periods

Employees assigned to Investigations Divisions, Patrol East, Patrol West, Transit Patrol, Parks Patrol, Civil/Warrants (excluding the 5/8 employees listed in Section 6.3), and Perimeter Patrol will have a thirty (30) minute paid meal period during each shift worked. In case of an emergency, an employee may be called from his or her meal period to respond. All other employees will receive a non-paid, duty-free one (1) hour meal period. The employees who are required to be on duty in any correctional facility operated by the County during the serving of meals shall be entitled to that meal without charge.

#### 6.8 Holiday Compensation

- a) If the holiday falls on the deputy's regularly scheduled day off, the deputy will receive eight (8) hours added to his or her vacation balance.
- b) If the holiday falls on the deputy's regular workday and he or she is required to work, the deputy will be compensated time and one-half for all hours worked in addition to straight time holiday pay in accordance with this Memorandum of Understanding.
- c) If the holiday falls on the deputy's regular workday and he or she does not work, the deputy shall be paid eight (8) hours of holiday pay in accordance with this Memorandum of Understanding, and have two (2) hours charged to STO or Leave Without Pay.

#### 6.9 Assignment of Shifts and Days Off

The Appointing Authority will set up a standard shift and days off assignment policy within each division. Shift and days off assignment shall be determined, first, by persons being assigned to a shift and to days off based on the administrative needs of the department, so as to have a certain minimum number of experienced and/or qualified or skilled personnel on a shift. Once such department needs are met, shifts and days off may be determined based upon training and/or significant personal needs of an employee which reasonably require that the employee be assigned a particular shift or days off. Once such departmental and such personal needs are met, shifts and days off shall be determined by (1) time in rank, and (2) time in department. Under no circumstances shall place of residence of an employee be a determining factor in assigning shifts and days off.

This agreement shall not restrict the Appointing Authority from making periodic changes in shifts consistent with this agreement.

#### 6.10 Notice of Divisional Change

- a) Both parties agree that no divisional change shall be scheduled without two weeks' notice, except in case of an emergency or when there is a waiver of time limits by the Association, as appropriate.
- b) Notwithstanding (a), supra, Appointing Authority may transfer employees in non-emergency situations with less than two (2) weeks' notice, provided that for each day of transfer without the required two (2) weeks' notice employees so transferred shall receive additional pay of five percent (5%) for each full shift worked without the required notice.

#### 6.11 Exchange of Days Off

Personnel within a Department will be allowed to voluntarily exchange days off within a biweekly pay period provided the County does not incur any overtime or additional costs due to the voluntary exchanges. All such voluntary exchanges of days off must have prior administrative review and approval.

#### 6.12 Overtime Work

- a) Overtime Defined - Employees Exempt from Fair Labor Standards Act  
Overtime is defined as time worked beyond eighty (80) hours in any biweekly pay period or beyond eight (8), ten (10), six/twelve (6/12) modified or twelve and one half (12.5)

hours in any workday (depending upon the number of hours and the duty shift to which the employee is assigned).

For all employees, overtime is defined as time worked beyond eighty (80) hours in any biweekly pay period or beyond eight (8) hours, ten (10) hours, or a normal shift in any workday (depending upon the number of hours and the duty shift to which the employee is assigned). Time for which pay is received but not worked (such as vacation, sick leave, leave of absence with pay) shall be counted towards the base period.

In lieu of any contractual right to Government owned take-home vehicle, a Sheriff's Lieutenant is eligible for compensation at a rate of one-and-one half times their regular rate of pay for all work performed beyond his/her normal eight (8) or ten (10) hour per normal shift, provided that such additional work was with pre-approval by the administration. Overtime for Sheriff's Lieutenants will be administered using the existing policies and practices for the Sheriff's Deputies and Sergeants.

b) Overtime Defined - Employees Covered by the Fair Labor Standards Act

As allowed by the 7k exemption, the County has designated a fourteen day work period. Overtime is defined as time worked beyond eighty (80) hours in any fourteen consecutive day work period or beyond eight (8), ten (10), twelve and one quarter (12.25), or twelve and one half (12.5) hours in any workday (depending on the number of hours and the duty shift to which the employee is assigned). Time for which pay is received but not worked (such as vacation, sick leave, leave of absence with pay) shall be counted towards the base period.

c) Rate of Pay

When overtime work is assigned and performed, payment for such time worked shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

Employees may elect to receive equivalent compensatory time in lieu of cash.

d) Compensatory Time

1. Compensatory time earned shall be banked subject to a cap of 80 hours.
2. Non-exempt employees (Sheriff's Deputies, Sheriff's Sergeants and any non-exempt Sheriff's Lieutenants) shall use accrued compensatory time within 12 months of the date the overtime was worked or it shall be cashed out.
3. Exempt Sheriff's Lieutenants shall use accrued compensatory time within 12 months of the date the overtime was worked or it is forfeited. Such employees must be afforded a reasonable opportunity to use the compensatory time, if requested, before forfeiture.

- e) If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to State and local government, 6.12 (b) will be deleted and 6.12 (a) shall apply to all classifications.

6.13 Rest Periods

All employees shall be granted, and may take, a rest period of fifteen (15) minutes during each one-half of their shift, and rest periods shall be considered as time worked for pay purposes. A rest period not taken does not entitle the employee to leave work at an earlier time.

#### 6.14 Night Shift Differential

"Night Shift" means an assigned normal schedule of work hours of which not less than one-half (1/2) the total number of hours, plus one (1) hour, are worked after 5:00 p.m. and before 8:00 a.m. If overtime is worked prior to 5:00 p.m. or after 8:00 a.m., the payment for overtime does not include the night shift differential. Premium pay for night shift shall be paid as follows:

- a) Effective February 2, 2015, night shift differential shall be paid at three dollars and fifty cents (\$3.50) per hour for all such qualifying hours worked irrespective of classification, pay level, overtime status, holiday work or other wage variations. Effective September 12, 2016, night shift differential shall be paid at four dollars (\$4.00) per hour for all such qualifying hours worked irrespective of classification, pay level, overtime status, holiday work or other wage variations.

The night shift premium shall not be allowed in computing payments at the time of termination.

#### 6.15 Call-Back Pay

- a) Employees may be ordered back to work during non-work hours. Under situations where the employee is ordered ("called back") to work the employee shall receive a minimum of three (3) hours pay for each call-back at the overtime rate. This section does not apply to those employees who voluntarily accept to work available overtime.
- b) If an employee is called back on a day the employee was not scheduled for duty or if an employee is called back for a department-wide emergency, declared by the Appointing Authority, the employee shall receive additional pay from the time the call-back is made up to a maximum of one (1) hour.
- c) If an employee is called back from scheduled vacation, he/she will receive overtime pay rather than vacation credit. Such pay will be entered into the payroll following the employee's return to work from vacation.

#### 6.16 On Call Status

When deputies assert claims related to their on-call employment, the County shall review and process those claims in accordance with California Government Code sections applicable to the County, including without limitation sections 825, 995, and 995.2. The intent of this section is to be interpreted to provide coverage for non-government owned vehicles damaged by employees while used within the scope of employment.

#### 6.17 Court Appearance Pay

- a) When required to make a court appearance on a scheduled day off, there shall be either a payment equal to three (3) hours pay at the overtime rate or payment for all hours actually worked at the overtime rate, whichever is greater. Morning and afternoon appearances on the same day in the same case shall be considered as a single, continuing appearance. Morning and afternoon appearances on the same day on



separate cases shall be considered as separate appearances. Pay for two court appearances is the maximum that can be paid for one day, regardless of the number of required appearances.

- b) Any and all court appearance time worked immediately prior to or following a complete scheduled shift shall be paid at the overtime rate for all hours.
- c) If an employee is called back for court duty and picks up evidence for court, and the court duty extends beyond three (3) hours, the employee shall be credited, upon authorization, with an additional one-half (1/2) hour pay for travel.
- d) If an employee appears in court during a scheduled vacation, he/she will receive overtime pay rather than vacation credit. Such pay will be entered into payroll following the employee's return to work from vacation.
- e) When required to make court appearances more than three (3) hours prior to the beginning or following the conclusion of a regularly scheduled work shift there shall be a minimum payment of three (3) hours paid at the overtime rate or payment for all hours of the appearance at the overtime rate, whichever is greater.
- f) The term "court appearance" includes appearances at Inmate Disciplinary Hearings.

#### 6.18 Bilingual Pay

On recommendation of the Appointing Authority and approval of the County Executive, payment of one hundred and forty dollars (\$140.00) per month will be paid to personnel who are assigned to use their bilingual skills. The assignment of personnel shall be based on department seniority per shift. Selection of the language shall be by the County and all personnel receiving the differential must be certified as proficient by the County. The assignment shall be voluntary. The officer being paid a bilingual differential cannot refuse to use his/her bilingual skills.

#### 6.19 Assignment Differentials

- a) An approximate five percent (5%) differential shall be paid to employees for the duration of their assignment to Deputy Sheriff positions assigned full time to:
  - 1. The Investigations Division
  - 2. Intelligence/Vice
  - 3. Multi Agency Task Forces
  - 4. Fugitive Officer (one position only)
  - 5. Extradition Officer (one position only)
  - 6. Court Scheduling Officer (one position only)
  - 7. West Valley Traffic Investigators

8. Valley Transit Investigators
9. Recruit Training Officers
10. Deputies assigned to the Special Operations Division
  - b) Effective February 2, 2015, an approximate five percent (5.0%) differential shall be paid biweekly up to six (6) Deputy Sheriffs or Sheriff's Sergeants assigned as the "Bomb Technicians." This differential will be in lieu of the differential listed in (a) above. This differential will be in lieu of any other differential listed in 6.19.
  - c) An approximate five percent (5%) differential shall be paid to all employees per day when assigned by management as a designated Field Training Officer responsible for departmentally designated training programs. This differential will be in lieu of any other differential listed in 6.19.
  - d) An approximate five percent (5%) differential shall be paid to all employees per day when assigned by management as a designated Court Training Officer responsible for departmentally designated training programs. This differential will be in lieu of any other differential listed in 6.19.
  - e) Deputy Sheriffs assigned as canine handlers shall be compensated for the care and handling of the canine through paid time off. Deputy Sheriffs assigned as canine handlers will be granted 7 hours of paid time off per pay-period in blocks of not less than 30 minutes which shall be the exclusive flat rate compensation for the off-duty care and handling of the canine. Deputy Sheriffs assigned as canine handlers will pre-schedule the time off each pay-period with their immediate supervisor. Canine care time shall be considered time worked for the purposes of overtime eligibility or pay under Section 6.12 of this Agreement. The above compensation is based on an average of one-half hour per day of canine care time, per canine, seven days per week.

In addition, a canine handler is paid fifty dollars (\$50.00) biweekly for food and other expenses incidental to the care of the assigned canine.

During the term of the agreement, the Appointing Authority may exercise the option of kenneling department owned canines. The canine handler shall have the option of purchasing the canine assigned to that handler on or before December 10, 2012 for \$1 should the Appointing Authority decide to kennel the canine(s).

Effective February 2, 2015, if a canine handler is unable to care for and directly supervise the department owned canine for reasons to include, but not limited to, injury, illness or vacation, for a period of 24 hours or more, the canine handler is required to either: 1) kennel the department owned canine in a facility that is approved by the Appointing Authority or his/her designee; or 2) arrange for an alternative handler, that is approved by the Appointing Authority or his/her designee, to care for and supervise the department owned canine. ~~The Department will bear the costs associated with kenneling the department owned canine.~~ The canine handler is required to give a

minimum of 48 hours advanced notice of inability to care for or directly supervise a department owned canine unless exigent circumstances prevent 48 hours' notice.

If the department owned canine is kenneled for one complete pay period or more, the canine handler will not be entitled to the \$50 bi-weekly stipend and the paid time off normally associated with the care of the canine while the department owned canine is kenneled. The canine handler will be entitled to the \$50 bi-weekly stipend and the paid time off normally associated with the care of the canine commencing the next complete pay period that the canine handler resumes the care and direct supervision of the department owned canine.

- f) Effective February 2, 2015, an approximate five percent (5.0%) differential shall be paid biweekly to employees (prorated for days actually worked) for the duration of their assignment to Deputy Sheriff positions assigned to motorcycle duty. This differential will be in lieu of any other differential listed in 6.19.
- g) No differential will be paid to those individuals who have been temporarily re-assigned to one of the above positions in order to accommodate limited duty status.

## **SECTION 7 - UNIFORM ALLOWANCE AND EQUIPMENT**

### **7.1 Uniform Allowance**

Existing uniform requirements affecting employees covered by this Agreement shall be enforced for the life of this Memorandum of Understanding. No changes to uniform requirements (e.g., blue uniforms, new boot style, etc.) will be made without first meeting and conferring with the Association. Appearance standards will be set by the Sheriff through General Orders. During the meet and confer process, the parties shall consider the financial expense of the proposed change(s) taking into consideration the following: wear out period, if applicable (excluding jackets and hats); type of uniform (mandatory versus ancillary); costs associated with the change; nature of the change (e.g. number of employees or timing of the change); and the timing of the issuance of the uniform allowance. Taking into account the above factors, and others, the result of the meet and confer process shall not cause a total expense in excess of the uniform allowance provided to bargaining unit members each year.

A yearly uniform allowance shall be payable to all eligible employees covered by this MOU. The current uniform allowance of eight hundred and fifty dollars (\$850.00) per year shall remain in effect for eligible employees. Eligible employees will receive the first installment of the annual allowance during pay period 12, and the second installment during pay period 25.

The County shall provide all necessary protective clothing to employees in classifications as required by law under Cal OSHA, Title A, Article 10. The County shall continue to pay the cost of repairing or replacing uniforms, clothing and equipment which have been damaged, lost, or destroyed in the line of duty.

### **7.2 Safety Equipment**

The County shall provide employees with all safety equipment required by law, as needed, including but not limited to the following:

4-Keeper Straps

Handcuffs

Motorcycle Gloves

Ammunition	Handcuff Case	Motorcycle Helmet
ASP	Holster	Rain Gear
ASP Holder	Magazines	Duty Belt
Bullet Proof Vest	Magazine Holder	Service Weapon
Flashlight	Motorcycle Boots	Whistle

All personnel, while in a non-uniform assignment, shall additionally be provided:

Off-Duty Style Holster  
Off-Duty Style Magazine Holder  
Off-Duty Style Handcuff Case

The safety equipment shall be provided to all newly-hired employees and to all existing employees at such times as their present equipment becomes unserviceable or lost, with the exception of the service weapon.

### 7.3 Service Weapon

The Department shall continue to provide, solely at the cost of the Department designated service weapon, as the departmental issued weapon to all employees in these units at no cost to the employee. Optional, alternative weapons as approved by the Sheriff may be utilized by an employee at his/her option, but solely at the employee's own expense. If the Department desires in the future to consider changes in service weapons, the Department shall first consult with the committee composed of two representatives of the Association who are employees of the Sheriff's Department, and one person who is a member of another police department in the County of Santa Clara. Said committee shall study different weapons proposed by the Sheriff and shall recommend one of the weapons to be the departmentally issued weapon.

### 7.4 Ammunition

The County shall provide ammunition for all firearms which the County requires employees to carry while on duty and to replace such ammunition annually.

## **SECTION 8 - BENEFIT PLANS**

### 8.1 Medical Insurance

The parties agree that the Valley Health Plan and the Point of Service plan shall continue under the current coverage in effect on December 10, 2012.

Benefits will be provided in accordance with the Domestic Partners section of this agreement.

The hearing aid coverage shall be added to all health plans.

Spouses, including same sex domestic partners, who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage.

The employee only coverage will be dropped effective with the end of the open enrollment period in 1999. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

Effective December 10, 2012, the HMO Plan design was changed to \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission; the Point of Service Plan design was changed to \$15/\$20/30% (Tier 1/2/3) co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

Effective February 2, 2015 the County and covered employees shall share in the cost of medical plan premiums. The employee share shall be as follows:

Effective for the 2015-2016 plan year, the employee share per pay period shall be as follows:

- a. Valley Health Plan (VHP) \$0 Employee only, \$0 Employee and Adult; \$0 Employee and child(ren), \$0 Family;
- b. HMO (currently Kaiser) plan \$0 Employee only, \$11.16 Employee and child(ren), \$13.02 Employee and Adult, \$17.98 Family;
- c. Point of Service (currently HealthNet) Plan 0% Single, \$52.83 Family.
- d. The premium costs of July 14, 2014 – July 15, 2015 plans shall be the baseline for determining employee share increases to premium costs.

In each year after the 2015-2016 plan year, for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers. This cost sharing is in addition to the employee share described in the 2014-2015 plan year.

Effective December 10, 2012, the County eliminated the Kaiser co-payment reimbursement.

#### Modify VHP

Upon request, the parties agree meet to discuss the possibility of modifying VHP into two separate plan designs. No change to the plan designs listed above may occur except by mutual agreement of the parties.

#### High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as and an option to current health plans.

#### Premiums During Medical/Maternity Leave

The County shall pay the employee premium for a period of thirteen (13) pay periods while the employee is on medical leave without pay or maternity leave.

#### Medical Benefits for Retirees

1. For employees hired before August 12, 1996  
The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years service (1305 days of accrued service) or more with the

County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

2. For employees hired on or after August 12, 1996

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2088 days of accrued service) or more with the County and who retire on PERS. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

3. For employees hired on or after September 10, 2007

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

4. For employees hired on or after September 13, 2015

The County shall contribute an amount equal to the cost of Kaiser-retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

5. Continuous Service

Such years of service expressed in 1, 2, 3 and 4 above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County. The intent of this section is to codify existing County practice.

6. Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 8.1 subsection 1 may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

7. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective with the pay period beginning February 2, 2015, all coded employees shall contribute on a biweekly basis \$13.50. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose. If it is established that contributions can be made to the California Employers Retirement Trust on a pre-tax basis, the contributions shall be made on a pre-tax basis.

8.2 Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution and to pick up inflationary costs during the term of this Agreement. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	75-25 - no deductible. \$2,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The plan, Pacific Union Dental, is the new HMO type dental plan effective October 1, 1991. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

8.3 Health Plan Bonus Waiver Program

Beginning January 1, 2000, with proof of alternative medical coverage, an employee may opt to waive County provided medical coverage:

1. Effective with each new plan year starting January 1, an employee who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The employee shall then receive

a bonus of sixty-five dollars (\$65.00) gross payment per pay period (subject to the usual payroll deductions) commencing the first pay period of the pay year and through the end of the pay year.

2. A part-time employee who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time employee may submit a request for supplemental bonus payment to ESA-Benefits Division for adjustments due to additional hours worked beyond code status.
3. A new hire employee may waive medical coverage at the time of new employment and receive a pro-rated bonus of sixty-five dollars (\$65.00) gross payment per period starting with the first full pay period.
4. During the plan year, an employee participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. An employee who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If an employee who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

#### 8.4 Life Insurance

The County shall continue the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee for the term of the Agreement. A special additional benefit of an additional twenty thousand dollars (\$20,000) on-the-job industrial accidental death and dismemberment policy shall be provided.

#### 8.5 County-wide Benefits

The parties agree that, during the term of this Agreement, if 50% + 1 of the employees eligible for a benefit receive an increase in Countywide benefits, the County and DSA shall meet and confer on equivalent changes for members of these bargaining units.

#### 8.6 Flexible Spending Account (FSA) Plan

The County has implemented a Flexible Spending Account (FSA) Plan effective with a new plan year starting January 1, 1999 in accordance with Internal Revenue Code (IRC) Section 125. This County established FSA Plan enables a County employee to annually designate and set aside bi-weekly payroll deduction, up to \$1,500 of wages on a pre-tax basis for eligible medical/dental expenditure based on a list of IRS approved expenditures.

#### 8.7 Mental Health Program

The County agrees to continue a Mental Health Care program for employees represented by the Deputy Sheriffs' Association. The program shall be evaluated annually by a joint committee mutually agreed to by both parties.



A joint labor-management committee shall review the current provider. A new provider for the program may be selected, provided the appropriate selection process is followed and the County is not required to increase program funding.

#### **8.8 Vision Care Plan**

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/24/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for employee and dependents and pick up inflationary costs during the term of this MOU.

Effective November 1, 1999, the plan will be changed to benefits at 12/12/24 intervals.

#### **SECTION 9 - DOMESTIC PARTNERS**

- a) Registered Domestic Partners  
County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The terms spouse in this contract shall apply to Registered Domestic Partners.
- b) Unregistered Domestic Partners  
County employees who have an *Affidavit of Domestic Partnership for Health or Dental Plan Enrollment Of Same-Sex Domestic Partners and Domestic Partner's Children* currently on file with the County benefits office, who are not also Registered Domestic Partners under 297-297.5, may continue to receive benefits as provided in the Affidavit agreement through June 30, 2013. Effective July 1, 2013 the County will only recognize employee who have registered their Domestic Partnership through the Secretary of State.
- c) Tax Liability  
Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

#### **SECTION 10 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

- a) The County shall continue the present benefit contract with the Public Employees Retirement System, amended effective January 7, 2002, during the term of this Agreement, thereby providing the same level of retirement benefits (including the so-called "California Highway Patrol 3% at age 50" formula, and the so-called "single highest year option") under the Safety Retirement Program.
- b) In accordance with § 20636, sub section (c) (4) of the California Public Employees' Retirement Law, the County and the DSA agree that the full monetary value of normal contributions, 8.5% of PERS reportable wages, paid to PERS by the County on behalf of DSA represented employees, shall be treated as special compensation effective pay period 01/20, September 17, 2001.

- c) The County shall provide up to one year of Labor Code Section 4850 benefits (excluding night shift differential, if applicable). This year of benefits shall be payable only on the labor disabling claim, less credit for 4850 benefits previously paid, for a cumulative payment of benefits not to exceed one year. If multiple injuries result in the involuntary retirement, the benefits shall be paid in connection with the single claim resulting in the highest level of disability.
- d) Should the Public Employees Retirement System (PERS) not provide safety retirement benefits (Section 10 a.) to Deputy Sheriff I, Deputy Sheriff, Sheriff's Sergeant and Sheriff's Lieutenant assigned to the Department of Correction, the County will provide a replacement benefit to provide identical retirement benefits, under 10 a), if the Deputy Sheriff I, Deputy Sheriff, Sheriff's Sergeant and Sheriff's Lieutenant were employed prior to September 21, 1987.
- e) All employees, whether specifically included in the provisions of Labor Code Section 4850 and 3212 or not, covered by this Agreement shall be afforded the benefits and protections of Labor Code Sections 4850 and 3212 either by those provisions or through this Agreement.
- f) Effective pay period December 10, 2012, each existing employee, except for Special Duty Officers, shall make an ongoing contribution of 9% of PERS reportable gross wages toward the Employee Share of PERS each pay period. Effective December 10, 2012, employee contributions shall be treated on a pre-tax basis pursuant to Internal Revenue Code 414 (h)(2).
- g) Eligible employees who are employed on or before December 31, 2012 shall be in the 3% at age 50 Retirement Plan described in the County's contract with PERS amended effective December 17, 2007, that includes a minimum retirement age of 50 years and final compensation calculated on the highest single year of pensionable compensation. The County will pay the employee's required nine percent (9%) contribution to PERS for employees through December 9, 2012. Effective December 10, 2012, these employees shall pay the full 9% employee contribution, thereby eliminating future reporting of EPMC and there will no longer be EPMC reported as special compensation to PERS. Employee contribution shall be credited to the employee's PERS member account.
- h) Eligible employees who are hired on or after January 1, 2013, and who are not considered "new employees" and who are not considered "new members" of PERS, as defined in Government Code section 7522.04 shall be in the Safety Retirement retirement tier of 3% at age 50 with final compensation calculated on the highest single year of pensionable compensation. Such employees shall pay the full employee's required nine percent (9%) PERS for the term of this Agreement. Such contribution shall be credited to the employee's PERS member account.
- i) Employees who are hired on or after January 1, 2013, and who are considered "new employees" and who are considered "new members" of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated in subsection a) or b) above. All such employees shall be in the Safety Retirement tier of 2.7% at age 57 with

a minimum retirement age of 50 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.

- j) Effective January 1, 2013 the employee contribution rate for the 2.7% at age 57 shall be 10.50% as a percentage of payroll through September 13, 2015. The County shall not pay any portion of the employee contribution rate (EPMC.) Thereafter, the employee contribution rate shall be 50% of the normal cost for the 2.7% at age 57 PERS plan expressed as a percentage of payroll as defined in the Public Employees' Pension Reform Act of 2013. If the normal cost increases or decreases by more than 1% of payroll the employee contribution rate will be adjusted accordingly. The County shall not pay any portion of the employee contribution rate (EPMC.) If the normal cost increases or decreases by more than 1% of payroll, rounded to the nearest .25%, the employee contribution rate will be adjusted accordingly.
- k) Pursuant to California Public Employees' Pension Reform Act of 2013 – Government Code Section 7522, employees convicted of certain felonies may be deemed to have forfeited accrued rights and benefits in any public retirement system in which he or she is a member.

## **SECTION 11 - LEGAL HOLIDAYS**

### **11.1 Specification of Holidays**

The following shall be observed as legal holidays during the lifetime of the contract:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31<sup>st</sup> (Cesar E. Chavez Birthday)
- e) Last Monday in May
- f) July 4
- g) First Monday in September
- h) Second Monday in October
- i) Veteran's Day to be observed on the date State of California employees observe the holiday
- j) Fourth Thursday in November (Thanksgiving Day)
- k) Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) Other such holidays as may be designated by the Board of Supervisors.

For Fiscal Year 2013 only, the parties agree not to recognize a, b, c and d, above, as legal holidays.

All previous informal holiday time off practices are eliminated and unauthorized.

### **11.2 Observance**

Employees shall enjoy the same number of holidays, regardless of variations in workweeks and schedules. For employees who are assigned to positions which are not normally staffed on the weekends (Saturdays and Sundays, such as Court Services, Investigations, divisional

administrative assignments, etc.), holidays which fall on a Saturday shall be observed on the preceding Friday and holidays which fall on a Sunday shall be observed on the following Monday. For employees who are assigned to positions which normally work on the weekends (such as patrol and Correction personnel), the holiday shall be observed on the actual day listed in 11.1, supra. Holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

### 11.3 Holiday Work

If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the employee may be entitled.

## **SECTION 12 - STO AND SICK LEAVE**

### 12.1 Scheduled Time Off

The parties have agreed to a scheduled time off program which covers all former paid leave.

a) STO Bank Accrual

Each employee shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	HOURLY ACCRUAL FACTOR PER HOUR	ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1st year				
1st through 261 days	19	.073076	5.846	57 work days
2nd through 4th year				
262 through 1044 days	21	.080769	6.461	63 work days
5th through 9th year				
1045 through 2349 days	25	.096153	7.692	75 work days
10th through 14th year				
2350 through 3654 days	27	.103846	8.307	81 work days
15th through 19th year				
3655 through 4959 days	29	.111538	8.923	87 work days
20th and thereafter				
4960 days	31	.119230	9.538	93 work days

b) Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the employee; the time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

c) Scheduled Time Off Bank Carry Over

In the event the employee does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years' earnings except:

1. When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or
2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

d) Scheduled Time Off Bank Pay-Off

Upon termination of employment, an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

e) STO Cash Out

Employees who use no more than forty (40) hours of leave for purposes of illness regardless of how the time is charged (i.e. Sick, STO, First Day STO Sick, Leave Without Pay), for a period of one full calendar year, shall be allowed to cash out forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO. Eligible employees shall submit their request to the Office of Labor Relations during the month of January, and payment shall be made in the month of February during each calendar year of this Agreement. Requests shall be in writing and contain the following information: Name, rank, County employee identification number, number of hours to be cashed out, verification that requirements for cash out are met and a statement that all information is provided under penalty of perjury. STO cash out will be suspended for Fiscal Year 2013.

- f) Effective December 10, 2012, all employees shall be credited with 32 additional hours of STO to be added to their supplemental STO bank. This is a one-time credit in lieu of the holidays not recognized in Fiscal Year 2013.

## 12.2 Time for Vacation

a) Sheriff's Department

Effective February 2, 2015, annual vacation sign-ups shall be conducted by the Department in the month of December. Upon initial sign-up, employees in order of seniority may split their vacation sign-ups into two (2) blocks or segments, provided that each segment or block shall not be less than one (1) week. Employees shall only be allowed to sign up for vacation time which is projected to be available at the time the vacation will be taken.

Once initial sign-ups have been completed, the vacation calendar shall be posted and employees in order of seniority may request remaining vacant slots and break their blocks or segments into increments of no less than one (1) week. All initial and secondary sign-ups shall be completed by January 1st. All vacation time signed up for during this annual process shall be taken, and in weekly blocks of continuous time unless prior approval from the Division Commander is obtained. To obtain approval for any such change, the employee must demonstrate hardship to the employee or the employee's immediate family.

Employees may during the year rearrange their vacation schedule to available vacant slots (caused by transfer, promotion, etc.) provided that they do so in one (1) week increments, and that said rearrangement does not adversely affect staffing/workload balances. Approval of vacation request, after December, shall not necessarily be based on seniority and shall be granted at the discretion of the Division/Section Commander.

A deputy who is promoted, transferred, or reassigned, shall not lose his/her vacation sign-up preference because of said promotion, transfer, or reassignment. Sheriff's Sergeants and Sheriff's Lieutenants shall not lose vacation sign-up preference because of promotion, transfer or reassignment except in case of conflict, which shall be resolved by meeting with the affected employee, the designated Bureau Commander, the Division Commander and an Association representative.

An employee who is expecting to receive the maximum vacation STO accrual during the upcoming annual vacation period is required to sign-up for vacation during the annual vacation sign-up period and schedule time off prior to the time in which he/she will maximize their vacation accrual. It is the employee's responsibility to notify management of the situation prior to receiving the asterisk (\*) on his/her paycheck stub. If, despite efforts in vacation sign-ups, an employee still encounters an asterisk on his/her paycheck stub in STO vacation accruals, the employee shall request and management shall arrange time off in one-week blocks sufficient to eliminate the reoccurrence of an asterisk during the same calendar year. Management will decide which day(s) the employee can take off. In cases of emergencies or disasters, the leave request can be denied and/or revoked. An additional accrual may be approved by the County Executive.

Vacation Preference for Patrol Divisions Operating with 12-plan Schedules: Vacation preference for Deputies and Sheriffs' Sergeants within a team/shift shall be based on (1) rank, (2) time-in-rank, and (3) time in the Department. Vacation preference for Sheriffs' Lieutenants shall be based on (1) rank, (2) time-in-rank, and (3) time in Department.

Vacation preference for All Other Divisions:

Vacation preference for Deputies and Sheriffs' Sergeants within a division shall be based on (1) rank, (2) time-in-rank, and (3) time in the Department. Vacation preference for Sheriffs' Lieutenants shall be based on (1) rank, (2) time-in-rank, and (3) time in Department.

- b) In addition to the annual sign-ups, the department will continue its present practice of trying to accommodate employees requesting leave in one or two day increments.

### 12.3 Sick Leave Bank Accrual

#### a) Sick Leave Bank Accrual

Each employee shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030651 and the accrual factor per full pay period is 2.462.

#### b) First Day Usage

For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay.

Absences due to verified personal illness or bereavement beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank (limited to two days for bereavement). Such sick leave bank usage must be approved by management.

Notwithstanding the above, an employee who experiences a continuation of a verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absence directly to accumulated sick leave balance

Exceptions may be granted for absences due to life threatening illness ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of an executive manager.

#### c) Family Care Usage

An employee will be entitled to use one half (1/2) of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee or the same-sex domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

#### d) Doctors' Notes

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences of three (3) days or less.

#### e) Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the employee or of the spouse of the employee and the spouse, son-in-law, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The initial period of time granted, up to one (1) full shift, shall be charged to the STO bank. The

second and third days shall not be charged to any employee bank. The fourth and fifth day, if needed, shall be charged to the sick leave bank.

f) Medical and Dental Appointments

An employee shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

g) Sick Leave Bank Pay Off

Upon death, retirement in good standing or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate:

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

An employee not in good standing at the time of his/her retirement or resignation will receive no sick leave payoff. For purposes of this section, "not in good standing" means an employee who has retired or resigned to avoid dismissal where either dismissal procedures are pending or there is cause to initiate dismissal proceedings. Should an investigation result in a determination that dismissal is not warranted, the right to sick leave payoff shall be restored.

The above payoff schedule applies to all retirements, including employer and/or employee initiated disability retirements. Employees may not use their sick leave balance to extend the effective date of disability retirement.

h) Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section 12.3(g) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made within ninety (90) days after notice of the amount due from the County.

i) Requests to use compensatory time off shall be treated the same as STO.

## **SECTION 13 - LEAVE PROVISIONS**



### 13.1 Military Leave

#### a) Governing Provision

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of employees of the County of Santa Clara. Employees on military leave shall receive their full salary from the County of Santa Clara during said leave.

#### b) Physical Examination

Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

### 13.2 Leave Without Pay

#### a) Reasons Granted

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied, provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons, which do not cause inconvenience on the department.
4. To accept other government agency employment.

### 13.3 Family Leave

#### a) Maternity Leave

##### 1. Length

Upon request, maternity leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for cause. An employee who is pregnant may continue to work as long as her physician approves with concurrence from the Department.

Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.

##### 2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

- b) Paternity Leave  
Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months. All provisions of 13.2 (a) shall apply to this paternity leave provision.
- c) Other Family Leave  
Upon request, family leave shall be granted for the placement of a foster child or to attend the serious illness of a family member in accordance with the County's family and medical leave policy.
- d) Revocation  
A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

#### 13.4 Return to Work From 4850 Leave

An employee who has submitted a release to return to work and who has received authorization from the County or Appointing Authority to return to work from 4850, will be given a minimum of twenty-four hour notice to return to work. The employee's time banks shall be used for any time after the authorized return. An employee may be allowed to use up to one week of his/her leave banks before returning to work upon approval from Personnel and Training.

### **SECTION 14 - CAREER INCENTIVE PROGRAM**

The Career Incentive Program attached to this document as Appendix B shall be continued in full force and effect during the term of this Agreement, and all employees of these bargaining units shall be eligible to participate in said program and shall be granted, in the next appropriate pay periods, the appropriate incremental increase and career incentive pay upon receipt of the intermediate or advanced POST certificate.

Sheriff's Lieutenants qualifying for Advanced Certificates, shall receive Career Incentive Program pay without further maintenance requirements, provided that they shall take such training as required and directed by the Department as part of their duties as salaried employees.

### **SECTION 15 - EDUCATIONAL AND TRAINING REQUIREMENTS/CIP MAINTENANCE**

- a) State Mandated  
Both parties agree that if the State of California mandates an educational requirement for employees of these units, the parties will meet and confer and attempt to reach agreement on the payment of expenses resulting from said mandates.
- b) Required Training - Range, CPR and First Aid/CIP Maintenance  
As an express term and condition of employment, all personnel covered by this Agreement shall comply with CPR (Cardio-Pulmonary Resuscitation) and First Aid Training certification requirements. This time shall be counted as time worked beginning on July 1, 2013.

As an express term and condition of employment, all personnel covered by this Agreement shall on their own time comply with State mandated firearm training/certification requirements. Although all efforts will be made to ensure that employees assigned to the Sheriff's Department complete this training on-duty, failure of the County to schedule the training during on-duty hours or to pay for this training does not otherwise relieve Sheriff's Office employees of their responsibility to ensure they comply with State standards and Sheriff's Office policy. Failure to comply shall be grounds for discipline in accordance with Sheriff's Department's disciplinary procedures.

If under the Fair Labor Standards Act it is determined that the above training cannot be completed on the employee's own time, then no CIP credit shall be given and he/she shall be compensated for his/her time.

Maximum CIP credit for range qualification time shall not exceed eight (8) hours per year.

Failure to comply with the above-required training shall be grounds for discipline in accordance with Sheriff's Department's disciplinary procedures.

- c) In return for this agreement, effective pay period 79/21 (October 1, 1979) all personnel covered by this Agreement who have participated for three (3) consecutive years in the CIP program, and are currently receiving or become eligible to receive 7.5% additional pay based on a POST Advanced Certificate and participation in the CIP Program, shall be exempt from further maintenance requirements under Appendix B if they possess an AA Degree or 60 semester units (or its equivalent in quarter units) and have ten (10) or more years of accrued service with the department. All personnel who reach their ten (10) years of accrued service prior to October 1, 1989 and who meet the prerequisites mentioned earlier in this paragraph, shall be exempt from further maintenance requirements under Appendix B if they possess an AA Degree or 60 semester units (or its equivalent in quarter units). Personnel hired on and after October 1, 1979 shall be required to possess a Bachelor's Degree (or the equivalent number of semester or quarter units) instead of the AA Degree in order to be exempt from such further maintenance requirements.
- d) All personnel covered by this Agreement hired after February 3, 1988 shall be precluded from applying range, CPR or First Aid training hours for CIP credit. Said personnel will be exempt from further maintenance under Appendix B if they possess a bachelor's degree (or equivalent number of semester or quarter units), have participated in the CIP program for three (3) consecutive years, are currently receiving or are eligible to receive seven and a half percent (7.5%) additional pay based on a POST Advanced Certificate and have eight (8) or more years of accrued service. These new requirements will be effective for the CIP enrollment period (May 1, 2000 to June 1, 2000) for CIP fiscal year 2001.

All employees shall be current on their CPR and First Aid training by June 30, 2013. Effective July 1, 2013, the County shall provide for CPR and First Aid training.

## **SECTION 16 - WELLNESS PROGRAM/EXERCISE EQUIPMENT**

The parties will agree to usage of the exercise equipment by DSA represented employees at the facilities at the Main Jail, Elmwood, Younger and Westside Substation. DSA acknowledges that certain exercise equipment at the facilities is the property of the CPOA and may be reserved by CPOA for use by employees represented by CPOA.

#### **SECTION 17 - VEHICLE SAFETY**

The DSA and the County agree to work collaboratively in developing criteria for selecting, equipping, and deploying vehicles used by employees. Consideration for officer safety, size of employee in relationship to the vehicle and driver ergonomics shall be made.

#### **SECTION 18 - TEMPORARY WORK LOCATION**

When an employee is assigned to work at a location different than his/her regularly assigned work location, the County will either supply transportation for such travel or reimburse the employee for all mileage traveled in excess of the distance normally traveled by the employee during his/her normal home-to-work commute.

#### **SECTION 19 - TUITION REIMBURSEMENT**

- a) Fund  
The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of twenty-five thousand dollars (\$25,000) in each year of the MOU. Any unexpended funds between September 10, 2007 and September 7, 2008, and between September 8, 2008 and September 6, 2009, shall be rolled over to the next contract year. Effective December 10, 2012, all tuition reimbursement shall be suspended through June 23, 2013. Tuition reimbursement shall be reinstated June 24, 2013. Any unexpended funds leftover in FY13 or FY14 shall be rolled over to supplement the following year's funds.
- b) Eligibility  
Employees are eligible to participate in the program provided:
1. The employee is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
  2. The training undertaken is related to the employee's occupational area or has demonstrated value to the County.
  3. The application was filed with the appointing authority or his/her designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
  4. Substitute courses may be approved when approved courses are found to be unavailable.
  5. There are sufficient funds available in the fund.
- c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the employee within ten (10) working days after receipt of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met.

d) Reimbursement

Effective February 2, 2015, total reimbursement for each employee participating in the program will not exceed twelve hundred dollars (\$1,200.00) each contract year during the term of this agreement. Mileage and subsistence will not be authorized unless the training is required of the employee. Within the above limit, employees shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

e) Deduction Authorization

The employee shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better,
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course.

## **SECTION 20 - ISSUANCE OF GENERAL ORDERS**

All employees shall have access to a copy of General Orders or Regulations applicable to their assigned Division in an electronic format. Hard copies will be distributed to the appropriate Division and will remain Sheriff's Office property.

## **SECTION 21 - LAYOFF**

a) Seniority Defined

For the purposes of this section, "seniority" shall be defined as days of paid, accrued service in a coded position, within rank (Deputy Sheriff I (U62) and Deputy Sheriff shall be considered one rank), including all paid leaves of absence (e.g., STO, sick leave, 4850 leave, etc.) and including unpaid military and veterans leave and unpaid temporary disability leave upon expiration of 4850 time, and also including, family leave taken pursuant to Section 13.3 and taken after September 20, 1999, but excluding all other unpaid leave of absence without pay.

b) Order of Layoff

For Sergeants and Lieutenants, those employees on a probationary seniority list shall be laid off prior to employees on the permanent seniority list for that classification.

The seniority lists of those employees classified as Deputy Sheriffs and Deputy Sheriff I's (DSI's) will be combined for the purpose of layoffs. Layoffs will be determined by time in rank with the least senior Deputy Sheriff or Deputy Sheriff I being laid off first.

If two (2) or more employees on a seniority list have identical seniority within rank, any tie shall be broken by resort to the following processes, in declining order, should ties continue to exist:

1. Seniority within rank;
2. Seniority in the next lowest rank, if there exists such a lower rank (e.g., Lieutenants seniority for Captains, Sergeants for Lieutenants, etc.);
3. Departmental seniority (sworn Sheriff's service only);
4. County Seniority;
5. Chance.

c) Notice of Layoff

Employees subject to layoff shall be given at least twenty (20) working days' written notice prior to the effective date of layoff. "Working days" as used in this section means Monday through Friday excluding holidays.

d) Reassignment in Lieu of Layoff

The employee shall have the right to be returned to any lower classification represented by the Association in which permanent status had previously been held. If there are no vacancies in the next lower classification the layoff procedure shall apply. Except, that regular Deputy Sheriffs who are laid off, with no options in the next lower classification, may accept any vacant Correctional Officer position, or Deputy Sheriff I position, and a refusal will result in removal of the deputy's name from the layoff re-employment list.

The employee who is reduced in rank shall be allowed to count all time spent in a higher rank plus all time previously spent in the lower rank to determine his/her place on the list for the lower rank.

e) Rights to Other Positions

After the reduction in rank listed in (d) any employee who is yet to be laid-off shall be allowed to claim a vacancy in the County in any lower classification in which he/she had permanent status. If no vacancy occurs he/she may be returned to that next lower classification and the layoff procedure for that organization shall apply.

f) Inplacement

In the event that an employee is not reassigned in lieu of layoff as in Section 21 (d) or (e), the employee shall be laid off or may be offered placement in another County position. If an employee elects not to exercise the option in Section 21 (f), the employee may be deemed to have been offered and declined such work.

If an employee has been issued a layoff notice pursuant to Section 21 (c) and has no reassignment in lieu of layoff rights pursuant to Section 21 (d) and (e), then that employee shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to an employee with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. An employee must be qualified to transfer or demote.  
The Personnel Director shall determine qualifications.
  - a. Testing requirements would be the same as if the employee had been reclassified.
  - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 5% (five percent).
3. Normal transfer (ordinance code) rules apply i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority. If an employee has underlying permanent status, the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The employee may express a preference for certain occupational fields, assignments or departments. However, the employee has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 21 (d) or (e) by another employee who has been issued a layoff notice under Section 21 (c) or by an employee on a re-employment list established pursuant to Section 21 (g).
6. An employee who is placed under Section 21 (f) shall have his/her name placed on all re-employment lists pursuant to Section 21 (g) for the appropriate classification.
7. In determining placement offers, the Association and the County, on a case by case basis may, by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and/or;

- b. other methods (other transfer or demotion) of filling vacant positions that do not violate merit system principals or County Ordinance code provisions.
- 8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this agreement.
- 9. If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

g) Re-employment List

The names of such probationary and permanent employees reassigned or laid-off in accordance with this section shall be entered upon a re-employment list in inverse order of seniority. Names of reassigned or laid-off persons shall remain on the re-employment list for a period of three (3) years. Upon certification of the re-employment list the person standing highest on the list shall be offered the position. Regular Deputy Sheriffs recalled from the re-employment list must accept any vacant (New) Deputy Sheriff I position or regular Deputy Sheriff position. Failure to accept such offer of employment shall cause the person's name to be removed from such list.

The re-employment list shall have priority over all other methods of filling a vacant position.

Any employee who voluntarily leaves County service or who is terminated for cause (and whose termination is sustained after appeals) shall irrevocably be removed from all re-employment lists.

- h) Involuntary breaks in service of employees due to layoff of a duration of less than thirty-six (36) months shall not be considered a break in service for the purpose of determining "competent service" for the purpose of step increases under Section 5.2 of this Agreement, nor of service in a probationary position under Section 22.2 of this Agreement. Any employee so situated shall be entitled to credit for all time previously served within classification for step increases and for service towards completion of the probationary period.

## **SECTION 22 - PERSONNEL ACTIONS**

### **22.1 Personnel Files**

The County shall maintain a personnel file for each employee. Departments may also maintain a personnel file for each employee. Employees shall have the right to review their personnel file or authorize review by their representative. No non-routine material will be inserted into the employee's personnel file without concurrent notice to the employee. Employees may cause to be placed in their personnel files responses to adverse material inserted therein within thirty days and a reasonable amount of correspondence originating from other sources directly related to their job performance. Upon written request of the employee, all materials relating to disciplinary actions recommended and taken shall be removed from the Personnel and Training file three (3) years after any disciplinary action has been imposed, provided no additional action has been taken during the intervening period, except disciplinary actions involving unnecessary



or excessive use of force, fraternizing with inmates, use of drugs or narcotics, acceptance of gifts in exchange for favors or "influence", immoral conduct, criminal act/behavior, harassment and/or discrimination, or conviction of a misdemeanor or felony.

## 22.2 Probation

- a) Each newly-hired employee covered by this Agreement shall serve a probationary period of eighteen (18) months. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. Employees holding a position in the competitive service who are promoted to another position in the competitive service shall serve a promotional probationary period of six (6) months. Upon successful completion of such promotional probationary period, the employee shall be deemed a permanent employee in such classification. Leaves of absence without pay shall not be credited towards completion of any probationary period. The parties agree that probationary employees at all ranks who begin a paid or unpaid leave of absence (excluding vacation) will have their probationary period extended by the period(s) of leave while on probation.

All probationary employees shall have all rights set forth in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure, provided only that, consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions or dismissals.

- b) Probationary employees shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The review process shall proceed promptly after a request is received. The Department/Agency head, or his/her designated representative, shall hear and make a decision in writing, within ten (10) days after the review is complete.

## 22.3 Evaluation

The County shall establish and maintain a plan for evaluating the performance of employees in the classified service.

Evaluations shall be considered in approving transfers, promotions, salary increases, demotions, discharges, reinstatements, re-employment and other personnel actions.

Evaluations shall be made periodically by the employee's immediate supervisor on approved forms and approved by the appointing authority. One copy of each report shall be maintained in the departmental personnel file as a permanent record.

If evaluation shows an employee's work to be "Below Standard", the supervisor shall take appropriate steps to assist the employee in improving. Failure by the employee to show satisfactory improvement may be deemed just cause for discharge.

Evaluation of employees (except those serving their probation period as a Deputy Sheriff) may be appealed in accordance with the following procedures:

- a) If an employee is not satisfied with any aspect of an evaluation, he/she may within ten (10) working days of being served with the evaluation appeal the evaluation or any portion

thereof to the employee's Division Captain, provided that the appeal is based on an aspect(s) of the evaluation which the Division Captain is empowered to change.

- b) If after meeting with the Division Captain, or if the appeal related to an issue the Captain was not empowered to change, an employee is not satisfied with any aspect of an evaluation, he/she shall have a right to a hearing before his/her appointing authority, or their designee, either an Assistant Sheriff or Undersheriff. Any employee requesting such a hearing must request a hearing within ten (10) working days of being notified of the outcome of the appeal to the Division Captain.
- c) In the event the employee remains unsatisfied after a hearing before the appointing authority, he/she may within ten (10) days after the decision of the appointing authority request in writing to the Director of Personnel that the evaluation appeal be heard by a review board provided that the appeal is based on an aspect(s) of the evaluation which the review board is empowered to change.
- d) The review board shall be convened by the Director of Personnel and shall consist of the Director of Personnel or her/his designee in the Personnel Department, the appointing authority or his/her designee, who shall not be the rater, and a third member appointed by the employee.
- e) The review board shall conduct an informal hearing and shall decide all questions by a majority vote. The review board shall have the power to raise rating factors and/or overall evaluation ratings from "Unsatisfactory" to "Below Standards", to "Meets Standards", or "Unsatisfactory" to "Meets Standards", and to strike narrative portions of the evaluation. The review board shall not have the power to otherwise alter the evaluation.
- f) In a hearing before either the appointing authority or the review board, the employee shall have the right to attend on release time, call witnesses on release time, and have the rater present.

#### 22.4 Disciplinary Action - Permanent Classified Employees

The County may take disciplinary action for cause against any permanent classified employee by suspension, demotion or discharge by notifying the employee in writing. Notice of disciplinary action must be served on the employee in person or by registered mail prior to the disciplinary action becoming effective. The notice shall be included in the employee's personnel file and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

- e) Statement advising the employee of his/her right to appeal to the Personnel Board from such action, and their right to Association representation.

Such employee shall be given either ten (10) days' notice of discharge, or demotion, or five (5) days' pay, except where circumstances require immediate action.

### **SECTION 23 - GRIEVANCE PROCEDURE**

The County and the Association recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances or organizational grievances. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Release time for investigating and processing a grievance is designated in the Memorandum of Agreement regarding Representatives between the County and the Association.

#### a) Grievance Defined

##### 1. Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Merit System Rules, or other County ordinances, except as excluded under 2. below. Disciplinary actions may be appealed through this grievance procedure except as provided in Section 2(h) below.

##### 2. Matters Excluded From Consideration Under the Grievance Procedure

- a. Performance Evaluations.
- b. Probationary release of employees.
- c. Position classification.
- d. Workload/Caseload.
- e. Merit System Examinations.
- f. Items requiring capital expenditure.
- g. Items within the scope of representation and subject to the meet and confer process.
- h. Disciplinary Actions taken under Section 708 of the Charter except where the employee voluntarily waives his right to appeal disciplinary actions to the Personnel Board.

For purposes of this procedure "employee" is defined as any County employee in the classified service, regardless of status. Employees shall have the right to present their own grievance or do so through a representative of their own choice.

Grievances may also be presented by a group of employees or the Association. No grievance settlement may be made in violation of an existing rule, Memorandum of Agreement or Memorandum of Understanding nor shall any settlement be made which effects the rights or conditions of other employees represented by the Association without notification to and consultation with the Association.

Association grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with a worker if renewed by the Association unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, Memorandum of Agreement or Memorandum of Understanding.

b) Informal Grievance

It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

c) Formal Grievance

Step One

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing directly to the Appointing Authority. A copy of the grievance shall be sent to the Office of Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of the rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be rendered, in writing, to both the aggrieved and the Association within fifteen (15) working days of the receipt of the grievance. Failure to render a decision within the prescribed time shall permit the grievant or the Association to submit the grievance to Step Two.

### Step Two

If the Association is dissatisfied with the step one decision, the grievance, may within ten (10) working days of receipt of the step one decision be submitted by the Association to arbitration by informing the County Executive or designated representative in writing.

An arbitrator for an arbitration hearing will be selected within sixty (60) days from the date the County Executive or designated representative receives the written notice. Every effort will be made by the parties to schedule the hearing date within ninety (90) days of the selection of the arbitrator. Where this is not practical, the hearing date will be scheduled on a date all parties are available. The grievance shall be heard by an arbitrator selected by alternative strike out method from a panel of eleven (11) arbitrators, established by the County and the Association. For the term of this Agreement, the panel shall consist of:

Franklin Silver	Christopher Burdick	John Kagel
Carrol Vendrillo	Alexander Cohn	Barry Winograd
Norman Brand	Morris Davis	Luella Nelson
Ronald Hoh	Kathleen Thomson	

The arbitrator shall render a written decision and opinion within thirty (30) calendar days of the completion of the arbitration hearing.

The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be borne equally by the County and the Association. The parties agree that a grievance may be arbitrated on an expedited basis with mutual agreement.

Normally, grievances shall be scheduled in the order in which they are received. All grievances must comply with the timelines in subsection 23 (c), Formal Grievance, with the following exception: a grievance filed at Step One, the remedy for which will become moot by following strictly all the time provisions of the grievance procedure, may follow instead this exceptional procedure:

1. Step One must be filed under the normal procedural fifteen (15) working day requirement.
2. Pending any resolution by the County at Step One, the parties agree immediately to move towards the scheduling of an arbitrator.
3. The parties will jointly select an arbitrator upon request from the Association by the fourth working day after the filing of such exceptional grievance.
4. An arbitrator will convene the proceeding no earlier than thirty (30) working days of his/her selection.
5. Within the first ten (10) working days of the filing of the exceptional grievance, the parties will meet to attempt to resolve the matter.

6. The parties shall use best efforts to have an arbitration held and a decision rendered prior to the occurrence of the event that gave rise to the grievance.

The parties agree that disciplinary matters are not subject to this provision.

In the event that a grievance is heard under the provision above (i.e., the grievance would be rendered ineffectual without immediate relief), the parties agree to oral arguments (no post-hearing written briefs). The parties shall request an expedited transcript in order to allow the arbitrator to make a prompt decision.

- d) During the term of this Agreement, the Association agrees that all grievances shall be pursued through the grievance procedure and that neither the Association nor represented employees shall engage in any strike. The County shall not lock out any employees.

#### **SECTION 24 - JOINT LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Joint Labor-Management Committee, with equal participation by the DSA, Sheriff's Office and Employee Services Agency, for the purpose of reviewing and recommending for implementation, plans for: improving attendance, reducing on-the-job injuries, increasing availability of workforce to improve staff availability for all Sheriff Office assignments, containing costs and reducing reliance on the need for disability retirements, and reducing or containing costs for health and welfare benefits and reducing the need for the use of extra help deputies.

#### **SECTION 25 - CONTRACT LAW ENFORCEMENT SERVICES**

DSA shall be offered the opportunity to meet and confer over changes in working conditions resulting from implementing any contract between the Sheriff, County and external agencies. The meet and confer on the impact to the employees is to occur prior to implementation of changes within the scope of the Meyers-Milias-Brown Act.

#### **SECTION 26 - COMPLETION DATES**

Dates for completion agreed to herein are binding upon both parties unless otherwise extended in writing. Failure to meet agreed completion dates may be grieved by either party with the remedy being subject to the arbitrator's decision, unless the parties otherwise agree upon a remedy.

#### **SECTION 27 - SEPARABILITY OF PROVISIONS**

In the event that any provision of the Memorandum is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision in this Memorandum shall be null and void, but such nullification shall not affect any other provisions in this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040, introduced in spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Association reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

#### **SECTION 28- FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and Deputy Sheriffs' Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and Deputy Sheriff's Association, Inc. except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed.

If during the term of this Agreement, a matter, subject, or practice arises which is not referred to in this Agreement and the County desires to take action to deal with such matter, subject, or practice, the Association shall be given prior, written notice of the proposed County action and shall have the right to meet and confer on the subject. The association waives its right to utilize impasse procedures pursuant to the Employee-Management Relations Ordinance. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction.


#### **SECTION 29- TERM OF AGREEMENT**

This Agreement is operative for the period December 10, 2012, up to and including September 13, 2015, and is modified herein and is extended to September 6, 2020 and shall become effective immediately upon approval by the Board of Supervisors and ratification by the Association. This Agreement shall remain in full force and effect up to and including September 6, 2020; and from day to day thereafter, until replaced by a mutually agreed upon successor agreement. Either party wishing to terminate this Agreement or amend any provision thereof shall serve written notice on the other at least sixty (60) days prior to, September 6, 2020 or any subsequent September 6<sup>th</sup>.


DATE: September 30, 2015


COUNTY OF SANTA CLARA

DEPUTY SHERIFF'S ASSOCIATION  
OF SANTA CLARA COUNTY

  
\_\_\_\_\_  
Mitchell L. Buellesbach

  
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Lyndal Bradley

  
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Carl Neusel

  
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Don Morrissey

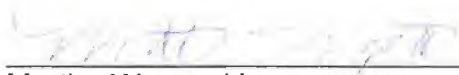
  
\_\_\_\_\_  
Roger Winslow

  
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Raymond Giusti





Skip Shervington

  
Kenneth Binder

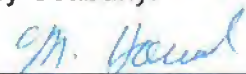
  
Martha Wapenski

  
Fabian DeSantiago

  
Troy Smith

  
Robert Eng

  
Nancy Csabanyi

  
Moyse A. Howard

  
Gregg Adam

**APPENDIX A**  
**SALARY RANGES**

A. Effective December 10, 2012:

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly Step 1 Step 5
U64	Deputy Sheriff	2883.52	3028.48	3180.32	3338.16	3505.36	6247.62 - 7594.94
U58	Sheriff's Lieutenant	3944.32	4142.88	4350.64	4566.88	4795.20	8546.02 - 10389.60
U61	Sheriff's Sergeant	3338.16	3505.36	3681.12	3866.88	4061.60	7232.68 - 8800.13

B. Effective June 24, 2013:

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly Step 1 Step 5
U64	Deputy Sheriff	3021.84	3173.76	3332.88	3498.32	3673.52	6547.32 - 7959.29
U58	Sheriff's Lieutenant	4133.60	4341.68	4559.36	4786.00	5025.28	8956.13 - 10888.10
U61	Sheriff's Sergeant	3498.32	3673.52	3857.76	4052.40	4256.48	7579.69 - 9222.37

C. Effective September 15, 2014

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly Step 1 Step 5
U64	Deputy Sheriff	3172.88	3332.4	3499.52	3673.2	3857.12	6874.57- 8357.09
U58	Sheriff's Lieutenant	4340.24	4558.72	4787.28	5025.28	5276.48	9403.85- 11432.37
U61	Sheriff's Sergeant	3690.72	3875.52	4069.92	4276.08	4490.56	7996.56- 9729.54

D. Effective July 6, 2015

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3283.92	3448.96	3622	3801.76	3992.08	7115.16	8649.5
U58	Sheriff's Lieutenant	4492.08	4718.24	4954.8	5201.12	5461.12	9732.84	11832.42
U61	Sheriff's Sergeant	3819.84	4011.12	4212.32	4425.68	4647.68	8276.32	10069.97

E. Effective September 14, 2015

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3382.4	3552.4	3730.64	3915.76	4111.84	7328.53	8908.98
U58	Sheriff's Lieutenant	4626.8	4859.76	5103.44	5357.12	5624.88	10024.73	12187.24
U61	Sheriff's Sergeant	3934.4	4131.44	4338.64	4558.4	4787.04	8524.53	10371.92

F. Effective September 12, 2016

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3483.84	3658.96	3842.48	4033.2	4235.12	7548.32	9176.09
U58	Sheriff's Lieutenant	4765.60	5005.52	5256.48	5517.76	5793.60	10325.46	12552.8
U61	Sheriff's Sergeant	4052.40	4255.36	4468.72	4695.12	4930.64	8780.20	10683.05

G. Effective September 11, 2017

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3588.32	3768.72	3957.68	4154.16	4362.16	7774.69	9451.34
U58	Sheriff's Lieutenant	4908.66	5165.68	5414.16	5683.28	5967.36	10635.21	12929.28
U61	Sheriff's Sergeant	4173.92	4382.96	4602.72	4835.92	5078.48	9043.49	11003.37

H. Effective September 10, 2018

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3695.92	3881.76	4076.40	4278.72	4492.96	8007.82	9734.74
U58	Sheriff's Lieutenant	5055.76	5310.32	5576.56	5853.76	6146.32	10954.14	13317.02
U61	Sheriff's Sergeant	4299.12	4514.40	4740.80	4980.96	5230.80	9314.76	11333.40

I. Effective September 9, 2019

Job Code	Job Title	Step1	Step 2	Step 3	Step 4	Step 5	Monthly	
							Step 1	Step 5
U64	Deputy Sheriff	3806.72	3998.16	4198.64	4407.04	4627.68	8247.89	10026.64
U58	Sheriff's Lieutenant	5207.36	5469.60	5743.84	6029.36	6330.64	11282.61	13716.38
U61	Sheriff's Sergeant	4428.08	4649.76	4882.96	5130.32	5387.68	9594.17	11673.30

## **APPENDIX B**

### **SANTA CLARA COUNTY SHERIFF'S DEPARTMENT CAREER INCENTIVE PROGRAM**

#### **PURPOSE**

To provide for an incentive plan to stimulate the career law enforcement officer to continue and to broaden his/her educational background. To provide for the recognition of those personnel that have attained certain levels of educational background and who exhibit interest in continuing their education above these levels.

#### **GOAL OF THE CAREER INCENTIVE PROGRAM**

1. To upgrade the educational level of the law enforcement personnel of the Santa Clara Sheriff's Department on a continuing basis.
2. To provide an additional attraction for qualified individuals at the entry level who have an interest in law enforcement as a career.
3. To provide an additional inducement to those qualified personnel to improve themselves through their career.

#### **ANTICIPATED RESULT**

A Career Incentive Program should result in the upgrading of job performance by law enforcement personnel of the Sheriff's Department and reflect this performance by increased competence in the level of service provided to residents of this County.

#### **A. Eligibility for Participation in the Career Incentive Program**

All Badge personnel from Deputy Sheriff through Sheriff's Lieutenant are eligible to participate in the Program. Participation in the CIP will be on a yearly basis for those personnel who possess a POST Basic Certificate. For those personnel possessing a POST Intermediate or Advanced Certificate, participation will be on a three-year basis.

#### **B. Minimum Qualifications**

1. Must possess the POST Basic, Intermediate or Advanced Certificate.
2. Must have completed at least sixty (60) hours of departmental approved training, or six (6) accredited college semester units (or its equivalent 1 quarter units), or instructed within the Career Incentive Program to a maximum of 30 hours, or any combination of the above in the fiscal year prior to entry to the Program. (For the purposes of this Program ten (10) course hours of departmental training are equal to one college semester unit. One quarterly college unit is equal to eight (8) hours of departmental training.)

#### **C. Program Requirements**

1. Basic Certificate Plan: The period of appointment to the Career Incentive Program under this plan shall be one year beginning with the first pay period of the fiscal

year and renewable each fiscal year thereafter by submitting the Career Incentive Program Request form between May 1 and June 1 of each application year.

2. Intermediate or Advanced Certificate Plan: The period of appointment to the Career Incentive Program under this plan shall be for a period of three years beginning with the first pay period of the fiscal year and renewable every three years at the beginning of the fourth fiscal year and thereafter, by submitting the CIP request form between May 1 and June 1.
  - a. The close out period for submission of requirements may be extended to July 1 by the Personnel and Training Division Commander.
  - b. An enrollee who fails to meet the training requirements during the particular year(s) will be automatically disqualified for the following year.
  - c. To receive pay, the employee must re-enter the Career Incentive Program by again completing the initial requirements as outlined above in B.2.
  - d. Employees in the Basic Program shall be granted, in the next pay period, the appropriate incremental increase in career incentive pay upon receipt of the Intermediate or Advanced Certificate, providing the employee has qualified for participation in the Career Incentive Program for that fiscal year as above in B.2. The three-year training requirement will be computed retroactive to the beginning of the fiscal year in which the change takes place.
3. On-the-job injuries resulting in failure to complete the requisite training may, upon the employee's written request, and upon decision of the Personnel and Training Division Commander, be granted a time extension for make-up of the necessary hours or units.
4. Employees returning from extended military leave who had participated in the Career Incentive Program immediately preceding that leave will have the provisions of B.2 waived and will immediately be reinstated to participation.
5. A Career Incentive Program Committee shall be created and shall be composed of the Personnel and Training Commander (or other designee of the Sheriff), a member of the Santa Clara County Personnel Department, and a member of the Deputy Sheriffs' Association to be selected by that Association.
6. The Career Incentive Program committee shall rule on any dispute arising over the validity of a training course or college unit. The Committee will have sole discretion over what constitutes related training. The majority decision of the Career Incentive Program Committee shall be final.
7. Upon receipt of written Career Incentive Program forms, each year for the Basic Program Plan participants, every three years for Intermediate and Advanced

Program Plan participants the Personnel and Training division shall verify the qualifications of each applicant and prepare a list of eligible personnel.

8. Participation in the Career Incentive Program will be on a voluntary basis.

NOTE: All benefits made available to County employees under the provisions of the Educational Assistance Program, Section 210.1 of the Procedures Manual, shall be available to participants in the Career Incentive Program.

D. Training Requirements

The minimum training requirements of the Career Incentive Program, which must be completed on the individual's own time prior to being eligible for payment under the plans, will be as follows:

1. Sixty (60) hours of departmentally approved training which may be any combination of the following:
  - a. Six (6) accredited college semester units. One (1) college semester unit equals ten (10) hours in-service training. One (1) quarterly college unit is equal to eight (8) hours of departmental training.
  - b. Sixty (60) hours of in-service training.
  - c. Thirty (30) hours Career Incentive Program credit for conducting Career Incentive Program classes.
2. Participants must successfully complete an entire course of study in order to apply the course hours to their training requirement. Failure to complete the course will result in disallowance of the hours toward application to the training requirement.
3. Those participants enrolling in college courses should submit to the Personnel and Training Division for approval, the intended course of study prior to enrollment. Failure to establish approval may result in disallowance of the units toward application to a participant's training requirement. The form will be provided by the Personnel and Training Division.
4. Participants attending college level courses to satisfy their training requirement must submit documentation of completion of the course with a passing grade of "C" or better in a lettered grading or, of 70% or better in a percentile grading or, of "pass" in a pass-no-pass grading.

E. Approved Training:

The Personnel and Training Division will provide a Training Program as needed and will furnish and coordinate information on available training programs. The responsibility for attaining training will rest with the individual employee.

Incentive Program Remuneration:

Personnel of the Santa Clara County Sheriff's Department participating in the Career Incentive Program will receive compensation under this Program as follows:

- 2.5% (One-half range) additional pay for participating in the program, with a Basic Certificate or other minimum requirement.
- 5% (One pay range) additional pay for participating in the program if the participant possesses a POST Intermediate Certificate, or
- 7.5% (One and one-half pay range) additional pay for participating in the program if the participant possesses a POST Advanced Certificate.



The following policy is for informational purposes only and is not part of the MOU.

**Sec. A25-680. Military leave.**

- (a) The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees of the County of Santa Clara.
- (b) Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the national or state military services.
- (c) Every coded county officer and employee who has been called to active military duty in direct connection with an armed conflict, after exhausting salary or compensation to which he or she is entitled to under the California Military and Veterans Code, shall be entitled to salary augmentation of up to one hundred (100) percent of his or her regular county base salary in combination with military pay for a period not to exceed 730 calendar days (two years) while engaged in the performance of ordered active military duty. County officers and employees with single coverage shall not be entitled to medical, dental, vision, life insurance or other benefits. County officers and employees who have family coverage shall be entitled to medical, dental and vision care coverage, with such premiums as customarily paid for by the county, concurrent with the period that officer or employee is on the partial salary continuation plan.

As used in this section the terms "officer" and "employee" mean an officer or employee who:

- (1) Is ordered into active military duty as a member of a reserve component of the armed services of the United States;
- (2) Is ordered into active federal duty as a member of the National Guard or Naval Militia;
- (3) Enlists, enters, or is otherwise called into active duty as a member of the Armed Forces of the United States.

(Code 1954, § 3.3.7-1; Ord. No. NS-304.78, § 6, 7-17-73; Ord. No. NS-304.84, § 5, 7-31-73; Ord. No. NS-304.122, § 1, 5-15-01; Ord. No. NS-304.123, § 1, 3-19-02)

State law reference(s)--Military leave, Mil. & Vet Code, § 395.

## **SIDELETTER- JANUARY 2015**

### **INTRODUCTION**

The Sheriff's Office advised the Deputy Sheriff's Association of its decision to remove the sixteen (16) Deputy Sheriff' Sergeants from the supervisory functions in the jail and create a Jail Crimes Investigation Unit staffed by Sheriff's Deputies and Sergeants. The parties have met and conferred on the impact of deleting the sixteen codes and the creation of the Jail Crimes Investigation Unit and have memorialized the results of those discussions below.

### **AGREEMENT**

The County of Santa Clara (County), the Santa Clara County Sheriff's Office and the Santa Clara County Deputy Sheriff's Association agree as follows:

1. The sixteen (16) codes for Deputy Sheriff Sergeants (U61) currently assigned to the Santa Clara County jails and in budget unit 230 will be deleted.
2. No sergeant will be returned to former class (demoted).
3. Four (4) of the U61 Deputy Sheriff Sergeant codes will become a sub-division of the Detective Bureau known as the "Jail Crimes Investigations Unit" responsible for investigating **all** crimes that occur at both the Main Jail and Elmwood including investigating PREA cases and working closely with the Gang Intel Unit and other duties as assigned by the Captain of the Detective division.
4. The four (4) sergeants will be assisted by four (4) Deputy Sheriffs and each two person team of sergeant and deputy will be assigned to one of the 4 Jail teams (A, B, C and D) with their primary office located in the former JAD Office in the Main Jail.
5. The members of the Jail Crimes Investigation Unit will work a modified 12 plan of six 12 hour days and one 8 hour day.
6. The members of the Jail Crimes Investigation Unit will be allowed to wear either Detective Division Class B uniforms; Business Professional Attire or plain clothes (street attire).
7. The two person team of sergeant and deputy assigned to the Jail Crimes Investigation Unit will be allowed to bid for sub-shifts; Sub-shift bidding will be conducted by seniority with the following priorities: rank, time in rank, days of service in all represented ranks. Up to two days per week may be determined "peak work days" by the Sheriff. The Sheriff may deny requests for sub-shifts on "peak work days."
8. The annual transfer currently scheduled to take place on January 19, 2015 will be postponed to allow the sergeants (U61) currently assigned to the jail to submit transfer requests and to allow **all** sergeants the opportunity to apply for and submit an interest memo for the four

new Jail Crime Investigation positions assigned to the Detective Bureau. All applicants for this new unit may be subject to a written exam and oral interview.

9. All requests for transfer and interest memos must be submitted to Personnel and Training by 5:00 p.m. on January 9, 2015. If any Sergeant cannot be reached or cannot submit documents by January 9, 2015, the Sheriff's Administration will contact the DSA and the parties will mutually agree on how to move forward.

10. The new date for sergeant transfers will occur on or after February 16, 2015 after the Board has approved this restructure and conversion of the Sergeant assignments.

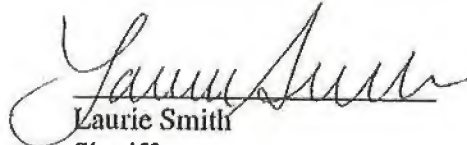
11. Those exemptions from transfer that have been granted for this year will not be changed.

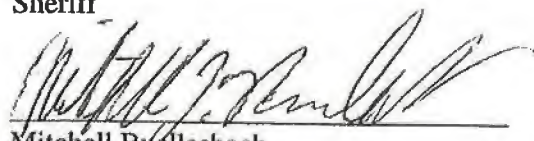
12. The Parties have also agreed to meet and confer within sixty (60) days of executing this side letter to impose a cap on the number of exemptions permitted in the transfer process.

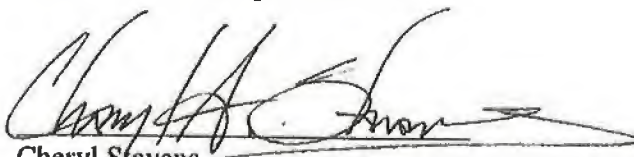
This agreement shall become effective when executed by all parties below and the Agreement is hereby incorporated into the current Memorandum of Understanding.

Dated: January 15, 2015


For County and Sheriff's Office

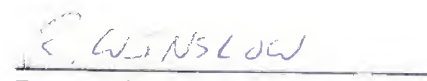
  
Laurie Smith  
Sheriff

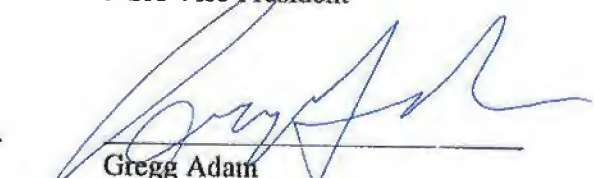
  
Mitchell Buellbach  
Labor Relations Representative

  
Cheryl Stevens  
Deputy/County Counsel

For Deputy Sheriff's Association:

  
Don Morrissey  
DSA President

  
Roger Winslow  
DSA Vice President

  
Gregg Adam  
Counsel for DSA

